

LBNL Side Agreements to the Collective Bargaining Agreement between the University of California (UC) and the Coalition of University Employees (CUE)

Article 1 – ACCESS/UNION RIGHTS

MEMORANDUM OF UNDERSTANDING
NEW EMPLOYEE ORIENTATION

In accordance with Article 1 Section J of the Agreement between the Coalition of University Employees (CUE) and the University of California (University), the undersigned have met and agree to the following concerning New Employee Orientation at Lawrence Berkeley National Laboratory (LBNL):

1. LBNL will provide a schedule of new employee orientation days.
 2. LBNL will provide a copy of the monthly Status Change List (sent monthly to CUE) to the local CUE representative
 3. LBNL will inform represented employees during orientation of the location of the CUE representative and his/her availability to meet with them during the orientation lunch.
 4. CUE will provide an information packet, which LBNL will make available to represented employees during new employee orientation.
 5. If LBNL revises New Employee Orientation, CUE will be provided an opportunity to meet and confer over appropriate modifications to the provisions of this agreement.
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1. CUE and the Lab agree that only at LBNL the language of the article on Access/Union Rights (C.2) that specifies the number of stewards CUE may designate will be interpreted to mean that there may not be two stewards from the same physical office location (if their work does not impact each other).
 2. CUE Stewards at LBNL agree to inform both their ASD supervisor and their matrix customers of release time needed for steward responsibilities. When a request for release time is made, the steward will provide the ASD supervisor and matrix customer the estimated duration of the activity. As stated in the CUE contract: *"A request for release time will be made to the CUE designated employee representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably."* Each steward will maintain a running tally of his/her use of the 10 hours/month allotted for miscellaneous steward activities and will keep the ASD supervisor and matrix customer advised of the tally.

Article 39 – TRANSFER PROMOTION

Side letter: LBNL promotions

The parties agree that the following supplemental provisions shall apply to members of the Clerical and Allied Services Unit (Unit 12) at LBNL:

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During the term of this Agreement, bargaining unit employees at LBNL shall receive first consideration for promotion for new positions or vacancies in the Clerical and Allied Services bargaining unit. "First consideration" means the Laboratory will post non-entry level bargaining unit vacancies through its usual practice. The posting will include a statement that consideration will only be given to internal applications (clerical and allied services bargaining unit employees) for the first two weeks. At the end of the two-week period all internal applications will be reviewed. If there is a well-qualified pool, the Laboratory will interview these candidates and make its selection. If no selection is made following this interview process the Laboratory may extend consideration to outside candidates as well. The Laboratory will provide written reason for non-selection within 7 business days of a request from a non-selected internal candidate. The selection decision or decision to expand the process will not be subject to grievance (Article 7) or arbitration (Article 3) except as provided in Article 21, NONDISCRIMINATION.

Article 38 – TRAINING & DEVELOPMENT

The following is the revised addendum to Training and Development (to replace current LBNL provision). The text that will go in the system wide agreement follows:

Under Lawrence Berkeley Laboratory, add the following paragraphs:

LBNL will develop a program to offer skills training to bargaining unit employees to enhance current job skills and for increased promotional opportunities. This will be done through the Administrative Services Department, and will be open to all CX employees. In developing the curriculum for FY 2002 and 2003, the Union will be given the opportunity to participate and provide input into curriculum choices.

Permission to participate in such training will not be unreasonably denied.

Disputes arising from denial of training under these provisions will be handled in the same manner as Article 38 Training and Development, Section B (Disputes).

LBNL will maintain records of CX employees' requests for training under this provision (included will be whether the requests were approved or denied). CUE will be provided a copy of these records upon request.

Article 45 - WAGES

This is an agreement between the Coalition of University Employees (CUE) and the Lawrence Berkeley National Laboratory (LBNL) on the issue of compensation for clerical employees at the Laboratory represented for purposes of collective bargaining by CUE.

It is recognized by the LBNL and by CUE that this agreement on compensation has been made as a result of "local" negotiations between representatives of CUE and LBNL. The parties recognize that this agreement is made in the

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context of the "system wide" negotiations between the University of California, of which LBNL is a part, and CUE. This agreement, however, is a final and binding agreement regarding compensation for Laboratory clerical employees for FY 2004.

The agreement is as follows:

- A) There will be a salary range movement of 3.0%.
- B) There will be a merit pool of 3.1% of the September 30, 2003 payroll base. This entire 3.1% will be distributed in the Laboratory's customary, merit-based manner using the FY 2004 matrix listed below. Those employees who have successfully completed a Performance Improvement Plan (PIP) will be eligible for such an increase [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.]
- C) Any additional increases will be non-base building. The Laboratory will provide the following data within thirty (30) days of distribution: the amount allocated to the merit pool, the amount spent on employees, the amount remaining, and individual employee data encompassing increase amount, percentage increase and compa-ratio.

An additional amount of 0.4% of the total LBNL clerical bargaining unit member salaries as of September 30, 2003 will be made available for posted promotions, individual equity adjustments and reclassifications [NOTE: this amount includes dollars spent since October 1, 2003 on posted promotions, reclassifications and individual equity as stated in notices to CUE.]

Effective for FY 2004 only, the Laboratory will distribute any remaining portion of this allocation (including any unanticipated funds remaining in the merit pool) as a non-base building lump sum payment, in a merit-based manner within ninety (90) days following the end of FY 2004 fiscal year. No separate paychecks will be issued. The methodology for effecting this merit-based distribution will be determined by the Laboratory. Individual employee performance ratings will be the sole factor in the distribution of unspent allocation for posted promotions, reclassifications and individual equity adjustments.

Upon CUE's request the Laboratory agrees to meet and discuss the methodology for distribution of remaining posted promotion, reclassification and equity funds at the end of FY2004.

The Laboratory will provide to CUE information concerning the promotion, reclassification and individual equity allocation within thirty (30) days following the date of the aforementioned distribution to include the amount allocated, the

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amount spent, the amount remaining and individual employee data encompassing the adjustment amount, and the percentage of the adjustment.

Employees who are “red-circled,” i.e., who are paid higher than the range for their classification, are eligible to receive increases as specified in B), above. These will take the form of a non-base-building lump sum payment for FY 2004.

In order to be eligible for the FY2004 wage increase, the employee must have been eligible for a FY2003 annual performance evaluation (i.e., must be a non-probationary career employee), be a member of the CX bargaining unit on October 1, 2003, and be in the CX bargaining unit on the date the payroll distribution is processed in the HRIS.

If more than one salary adjustment for an employee takes place on the same date, the order of salary actions will be as follows:

1. Salary range adjustment
2. Merit adjustment
3. Individual equity adjustment
4. Promotion/Reclassification

The merit increase, as provided for in (B) above, will be implemented within ninety (90) days from the date of ratification. The Laboratory will meet and discuss any issues concerning the implementation of this compensation agreement upon CUE’s request.

The compensation increases of this Wage Agreement will not be subject to Article 7 (Grievance) or Article 3 (Arbitration).

RATING	RATING	1st Quartile		2nd Quartile		3rd Quartile		4th Quartile	
		Min	Max	Min	Max	Min	Max	Min	Max
Outstanding	O	3.38%	5.94%	3.00%	5.28%	2.57%	4.51%	2.13%	3.74%
Exceeds	E	3.00%	5.28%	2.57%	4.51%	2.13%	3.74%	1.63%	2.86%
Meets	M	2.57%	4.51%	2.13%	3.74%	1.63%	2.86%	1.25%	2.20%
Improvement Needed	I	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Not Meeting Expectations	N	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Other LBNL Exceptions

The existing LBNL exceptions in the current UC/CUE contract in the following articles shall remain in effect: Holidays, Layoff/Reduction in Time, Parking and Shift Differential.

For the articles: Moving Expenses, Training & Development, and Travel Expenses the following language will be added to the LBNL exception language in the contract: *In the event that LBNL proposes any changes in the following policies, which will affect CX employees, the Lab will give CUE 45 days notice prior to implementation. If CUE requests, CUE and the Lab shall meet and confer over the proposed changes.*

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Telecommuting

LBNL's Telecommuting policy (RPM Chapter 2.23) will apply to CX employees. CX employees are eligible to request telecommuting. Approval will be made on the same basis as requests from employees currently eligible to participate in LBNL's Telecommuting program. CUE will meet with management to jointly develop a waiver form regarding overtime for CX employees who participate in this program.